EXHIBIT 1

Planned Furniture Promotions, Inc.
An Affiliate of Gene Rosenberg Associates, LLC

February 20, 2006

Mr. Seymour Fineman, President
Fineman Furniture Company, Inc.
2182 Third Avenue
New York, New York 10035

Dear Seymour,

Arvin and Bobbie Pine and I enjoyed our visit with you and Rodney last week. After careful consideration we feel that it is impossible for Planned Furniture Promotions, Inc. ("PFP") to do a joint venture with an up-front purchase of your inventory for the following reasons:

1) The condition and age of the inventory and the condition of the warehouse make it virtually impossible to complete a physical inventory.

2) We do not have tax returns or financial statements to formulate a proposal.

3) The occupancy charges you propose are certainly reasonable for the area but not in line with the current business Fineman's is doing.

4) The negative effect of limitation of in-housing credit on business.

Attached is a commission proposal, which can be quickly drafted into a more formal agreement to include the following:

1) Fineman's good, clean, matched inventory would be valued at 100% of landed factory cost and the odds and ends would be valued at 50% of the actual selling price. We would take an initial inventory of the sales floors only and add the warehouse stock to the inventory as it is opened.

2) PFP would provide additional inventory at your request and we would guarantee a gross margin of 44% on the additional inventory. We would carefully work with you and Rodney to insure that the additional inventory was appropriate for your operation and that it did not occupy more than a certain percentage of floor space to insure it did not prevent the original inventory from selling.

3) We would suggest limiting occupancy to $12,000 per month for store and existing warehouse.

4) To protect your interests PFP would

a) cap advertising at 10% and mutually agree with you or Rodney on the advertising;
b) mutually agree with you or Rodney on initial store staffing; and
c) work hand in hand with Rodney in pricing your merchandise.

5) PFP would arrange for an auction at the conclusion of the sale to insure a broom clean condition. PFP's fee for staging the auction would be 4.5% (50% of the PFP fee for the sale).

6) Our manager would be paid a 10% bonus of the sales profits to insure his interest in maximizing margins and minimizing expenses. As Fineman's would be undertaking the risk of loss, the balance of the profits would be split 75% to Fineman's and 25% to PFP.

It will take an energetic, professional warehouse staff to properly orchestrate the display floor and empty your warehouse. PFP has the personnel, resources and know-how to get the job done for you and Fineman's. No one in the industry is as equipped as PFP to get the job done.

Arvin, Bobbie and I would carefully assist in the orchestration of this event and present a qualified manager for your approval. We feel that Sonny Cappetta is an ideal manager for this sale. He has worked in furniture promotions for over 20 years and has been with PFP longer than Arvin, Bobbie and me. In addition, Sonny is familiar with your merchandise and the New York area and should work effectively with Rodney.

If you have any questions or would like us to prepare an agreement please do not hesitate to contact Arvin and Bobbie at 860-235-3118 or me at 407-256-9684.

Sincerely,

Roy Hester

Roy Hester
Vice President of Sales

Enclosure
RH/mj

PROPOSAL FOR A COMMISSION SALE
TO BE CONDUCTED
FOR FINEMAN FURNITURE COMPANY, INC. ("COMPANY")
BY PLANNED FURNITURE PROMOTIONS, INC. ("PFP")

SUMMARY OF SIGNIFICANT ISSUES

I. PFP will assist the Company in conducting a high impact sale. The promotion will be in keeping with the store's fine reputation and will be run in a professional manner. PFP's vast resources, expertise, customer service experience and close alliances with furniture manufacturers will further benefit the Company and help assure a successful sale.

II PFP will sell and pay to the Company each week 100% of the landed factory cost value of good, clean, matched sets of Company inventory that is sold and delivered. The Company will receive 50% of the retail selling price for odds and ends and distressed merchandise.

III PFP will order additional inventory on its own credit lines to support the sale. The sale will benefit from PFP's tremendous buying resources, including all discounts, savings, price reductions and the like.

IV. PFP will advance money to the sale for start-up costs. The amount advanced will cover initial operating expenses including prepaid advertising, utility deposits, insurance costs and initial rents, if any.

V. PFP will operate the Company's showroom for the duration of the sale.

A. PFP will provide a team of highly experienced furniture personnel for the sale including a manager and additional sales personnel. PFP will also arrange for administrative, clerical and warehouse personnel, as necessary.

B. PFP will retain existing qualified Company personnel for the sale.

C. PFP's advertising department will develop and design an advertising campaign customized to your market to maximize the performance of the event.

D. PFP will issue financial and accounting reports with respect to the sale. The books and records of the sale will be available for review by parties in interest.

VI. PFP is not guaranteeing the value of Company inventory. Therefore, the exposure to a loss exists. In consideration, the profits of the sale will be shared, 75% to the Company and 25% to PFP, after a 10% managerial bonus.

VII. Compensation.

A. For the Company and its owner:

1. Higher return for its existing inventory.
2. 75% of the profits of the sale, after managerial bonus. (10%)

B. For PFP and its manager:

1. Nine percent of gross sales as a managerial fee for conducting the sale.
2. 25% of the profits of the sale, after managerial bonus. (10%)

This proposal is not binding on any party and is subject to the execution of a definitive agreement.

EXHIBIT 2